

**REISSUE APPLICATION BY THE INVENTOR, OFFER TO SURRENDER
(37 CFR 1.178)**

TO THE COMMISSIONER OF PATENTS AND TRADEMARKS:

The undersigned applicant of the accompanying application for the reissue of letters patent for the improvement in PEPTIDE-MEDIATED GENE TRANSFER, U.S. Patent No. 5,670,347, issued on Sep 23, 1997, of which Genetic Applications, LLC is the sole owner by assignment, and on whose behalf and with whose assent this accompanying application is made, hereby offers to surrender said letter patent.

Filed herewith is an abstract of title, duly certified, in accordance with the requirements of 37 CFR 1.171.

APPLICANT

Dated: 9/24/99

T. Venkat Gopal
T. Venkat Gopal

**ASSENT OF ASSIGNEE TO REISSUE,
ESTABLISHMENT OF RIGHT OF ASSIGNEE TO TAKE ACTION AND
REVOCATION AND POWER OF ATTORNEY**

The undersigned is empowered to act on behalf of the assignee, Genetic Applications, LLC ("Assignee").

In accordance with 37 CFR 3.73(b), Assignee represents that it is the assignee of the entire right, title and interest in the above-identified letters patent. Ownership by the assignee is established as follows. A chain of title from the inventor to the current assignee is shown below:

1. From: T. Venkat Gopal
To: CLONEXPRESS, INC.
An assignment which was recorded in the PTO at Reel 7076, Frame 0100.
2. From: T. Venkat Gopal
To: AMBA BIOSCIENCES
An assignment which was recorded in the PTO at Reel 8558, Frame 0721.
3. From: AMBA BIOSCIENCES, LLC
To: GENETIC APPLICATIONS, LLC
An assignment which was separately submitted for recordal, a true copy of which is attached.

The undersigned has reviewed all the documents in the chain of title of the letters patent identified above, and to the best of the undersigned's knowledge and belief, title is in the Assignee.

Assignee hereby assents to the accompanying application for reissue and offer to surrender of the above-identified letters patent.

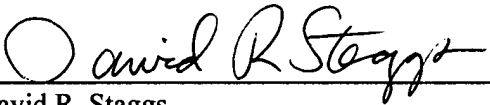
The undersigned hereby revokes any previous powers of attorney in the subject application, and hereby appoints the registrants of Knobbe, Martens, Olson & Bear, LLP, 620 Newport Center Drive, Sixteenth Floor, Newport Beach, California 92660, Telephone (949) 760-0404, **Customer No. 20,995**, as its attorneys with full power of substitution and revocation to prosecute this application and to transact all business in the U.S. Patent and Trademark Office connected herewith. This appointment is to be to the exclusion of the inventor(s) and his attorney(s) in accordance with the provisions of 37 CFR § 3.71.

Please use **Customer No. 20,995** for all communications.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful, false statements may jeopardize the validity of the application or patent issuing therefrom.

Genetic Applications, LLC

Dated: 9/22/99



David R. Staggs
Chief Executive Officer

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : T. Venkat Gopal)
Patent No. : 5,670,347)
Issued : Sep. 23, 1997)
Assignee : Genetic Applications, LLC)
For : Peptide-Mediated Gene Transfer)

NOTICE REGARDING LITIGATION INVOLVING ORIGINAL PATENT

Assistant Commissioner for Patents
Washington, D.C. 20231

Dear Sir:

Pursuant to MPEP §§ 1402.04 and 2001.06(c), Applicant hereby notifies the United States Patent and Trademark Office of litigation involving U.S. Patent No. 5,670,347, for which reissue is being sought.


Genetic Applications, LLC filed suit against Life Technologies, Inc. for patent infringement of U.S. Patent No. 5,670,347 in the District Court for the Southern District of California, on June 28, 1999. The docket number of the case is 99CV337K. Genetic Applications, LLC has not served the complaint.

There are no significant overlapping issues between the application and the litigation because no question has been raised material to patentability of the reissue application, and thus it is respectfully submitted that any action in the reissue should not be stayed.

Respectfully submitted,

KNOBBE, MARTENS, OLSON & BEAR, LLP

Dated: 9/22/99

By: 
Nancy W. Vensko
Registration No. 36,298
620 Newport Center Drive
Sixteenth Floor
Newport Beach, CA 92660
(619) 235-8550

VERIFIED STATEMENT (DECLARATION) CLAIMING SMALL-ENTITY STATUS

I, the undersigned, do hereby declare that:

[X] I am an official of the small business concern empowered to act on behalf of the concern identified below:

NAME OF CONCERN: GENETIC APPLICATIONS, LLC
ADDRESS OF CONCERN: 11009 Alonda Court, San Diego, CA 92126

I further declare that the above-identified small business concern qualifies as a small business concern as defined in 13 CFR 121.12, and reproduced in 37 CFR 1.9(d), for purposes of paying reduced fees to the United States Patent and Trademark Office, in that the number of employees of the concern, including those of its affiliates, does not exceed 500 persons. For purposes of this statement, (1) the number of employees of the business concern is the average over the previous fiscal year of the concern of the persons employed on a full-time, part-time or temporary basis during each of the pay periods of the fiscal year, and (2) concerns are affiliates of each other when either, directly or indirectly, one concern controls or has the power to control the other, or a third party or parties controls or has the power to control both. I further declare that rights under contract or law have been conveyed to and remain with the small business concern identified above with regard to the invention described in the patent or application identified above.

The individual, concern or organization identified above has not assigned, granted, conveyed or licensed, and is under no obligation under contract or law to assign, grant, convey or license, any rights in the invention to any person who would not qualify as an independent inventor under 37 CFR 1.9(c) if that person had made the invention, or to any concern which would not qualify as a small business concern under 37 CFR 1.9(d) or a nonprofit organization under 37 CFR 1.9(e).

If the rights held by the above-identified individual, concern or organization are not exclusive, each individual, concern or organization having rights in the invention are identified below. Each such individual, concern or organization must file separate verified statements averring to their status as small entities.

I acknowledge the duty to file, in this application or patent, notification of any change in status resulting in loss of entitlement to small-entity status prior to paying, or at the time of paying, the earliest of the issue fee or any maintenance fee due after the date on which status as a small entity is no longer appropriate. (37 CFR 1.28(b)).

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under section 1001 of Title 18 of the United States Code, and that such willful false statements may jeopardize the validity of the application, any patent issuing thereon, or any patent to which this verified statement is directed.

NAME OF PERSON SIGNING: David R. Staggs
TITLE OF PERSON (if not an owner or individual): Chief Executive Officer

SIGNATURE: David R. Staggs DATE: 9/24/99

Assignment of Patent Rights

THIS AGREEMENT ("Agreement"), effective as of July 6, 1999, is made by and between Genetic Applications LLC, a limited liability company ("GA") having its principal place of business at 11009 Alonda CT. San Diego, CA. 92126, and AMBA Biosciences LLC, a limited liability company ("AMBA"), having its principal place of business at 504 East Diamond Avenue, Suite G, Gaithersburg, Maryland 20877.

WHEREAS, GA is a seller, manufacturer and distributor of reagents useful in the field of molecular biology and is interested in acquiring all rights in and to United States Patent number 5670347, entitled "Peptide-Mediated Gene Transfer" ("Technology").

WHEREAS, AMBA is the sole owner of all patent rights under United States Patent number 5670347 and desires to permanently transfer all its equitable and legal rights and title in and to said patent to GA, including, but not limited to, the exclusive right to make, use, sell and license the Technology throughout the United States, and worldwide ("Territory").

NOW, THEREFORE, in consideration of the promises and the mutual covenants hereinafter set forth, GA and AMBA hereby agree as follows:

1. COVENANTS AND PROVISIONS

(a) AMBA does hereby sell, assign, transfer and convey all its equitable and legal rights and title in United States Patent number 5670347 to GA, and its successors or assigns.

(b) AMBA hereby represents and warrants that requests made to AMBA for use of the Technology shall be communicated to GA

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immediately and that GA shall have the sole and exclusive right to license the Technology.

(c) AMBA further represents and warrants that it has investigated with due diligence its right to grant GA the rights set forth in this Agreement and believes that the use of the Technology does not infringe any patents or proprietary rights of any third party.

2. CONSIDERATION

(a) GA agrees to pay AMBA the amount of seven thousand dollars (\$7,000), the receipt of which is hereby acknowledged, which shall be creditable against future royalties arising from this Agreement.

(b) GA shall pay AMBA 10% of all gross income earned by GA arising from the use of Technology assigned in this Agreement. Payment shall be made to AMBA within thirty (30) days of the end of each quarter in which such income is received.

(c) GA shall pay AMBA 25% of any payment made to GA in satisfaction of money owed for use of the Technology prior to licensing. This shall include any legal or contractual settlement identified as a payment for prior infringement. Money paid under section 2(c) will not be included in calculating gross income used in 2(b). Payment shall be made to AMBA within thirty (30) days of the end of each quarter in which such income is received.

3. RESPECTIVE RIGHTS

(a) AMBA expressly acknowledges that all right, title and interest is to be held and enjoyed by GA and GA's successors and assigns as fully and exclusively as it would have been held and enjoyed by AMBA had this assignment not been made.

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(b) AMBA expressly acknowledges that GA shall have the right to sue any party infringing upon the rights granted under United States Patent number 5670347. Further, AMBA also expressly assigns to GA the right of action for past infringements.

(c) The parties expressly agree that AMBA shall cooperate in all respects and make all relevant records, papers and information available to GA in the event of any suit GA may institute to enforce the patent rights pursuant to this agreement.

4. INDEMNIFICATION

(a) GA shall indemnify, defend and hold AMBA harmless from and against any claim, liability, loss, damage, cost or expense which GA may hereinafter incur or be required to pay to a third party resulting from or arising out of any material breach of any obligations, representations or warranties hereunder.

5. BOOKS AND RECORDS

(a) GA will provide AMBA with quarterly reports documenting all income from GA's license of the Technology and/or GA's sales of any Products incorporating the Technology via surface or electronic mail. Each such quarterly report shall be delivered by GA to AMBA not later than forty five (45) days from the end of the quarter to which it is attributable.

6. RESOLUTION OF DISPUTES

(a) All claims or controversies between AMBA and GA under this Agreement, or the interpretation hereof, shall be resolved by final and binding arbitration in San Diego, California in accordance with the then-existing commercial arbitration rules (the "Rules") of the American Arbitration Association ("AAA"), and judgment upon the

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award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof; provided, however, that the law applicable to any controversy shall be the law of the State of California, regardless of its or any other jurisdiction's choice of law principles. In any such arbitration, the award or decision shall be rendered by a majority of the members of a Board of Arbitration consisting of three (3) members, one of whom shall be appointed by the AAA in accordance with the Rules. The arbitration shall take place within forty-five (45) days of the demand for arbitration. The arbitrators shall render their decision in writing to the parties hereto and their respective counsel within twenty (20) days of the completion of the arbitration.

(b) The parties consent to the exclusive jurisdiction of the courts located in San Diego CA for the resolution of all other legal controversies not expressly covered in section 6(a). The law applicable to any controversy in this section shall be the law of the State of California.

7. GENERAL

(a) This Agreement sets forth the entire understanding between the parties with respect to the subject matter hereof, supersedes all prior agreements, arrangements and understandings, whether written or oral. This Agreement shall be construed and enforced in accordance with the laws of the State of California applicable to contracts executed and wholly to be performed therein, without giving effect to the conflict of law principles thereof. The invalidity of any section, or provision of this Agreement shall not affect the validity of any other section, or provision of this Agreement, and each such section, or provision shall be enforced to the fullest extent permitted by law.

(b) The section headings contained herein are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

(c) Nothing herein contained shall be construed to place the parties hereto in the relationship of partners, joint venturers or fiduciaries.

(d) In all aspects surrounding this assignment, both parties expressly agree to act in good faith in fulfilling their duties to the other party, as described herein.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first printed above.

Genetic Applications, LLC.

AMBA Biosciences, LLC.

By: David R Steggs

By: T. Vincent Sygal

Title: CEO

Title: President

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On this 6 day of July, 1999, before me,
Laura Werling, the undersigned Notary
Public, personally appeared Thiru Venkat Gopal,
ASSIGNOR, personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person whose name is subscribed
to the within instrument, and acknowledged to me that he executed
the same.

Laura Werling
Notary Public

LAURA WERLING
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires October 1, 2002

Thiru Gopal (only)

PATENT NUMBER: 5670347
SERIAL NUMBER: 08/240514
TITLE: PEPTIDE-MEDIATED GENE TRANSFER
APPLICANT: GOPAL, T. VENKAT

ISSUE DATE: 09/23/97
FILING DATE: 05/11/94

REEL: 7076 FRAME: 0100 MAILROOM DT: 06/30/94 NEW APP FIL RCPT DT: 08/08/94
CONTROL NO. DT: 08/11/94 REC KEY DATE: 08/24/94 DT MAILED: 09/08/94
DATE RECORDED: 06/30/94 NUMBER OF PAGES: 002

ASSIGNOR: GOPAL, T. VENKAT

EXC DATE: 06/06/94
ASSIGNEE: CLONEXPRESS, INC.
EAST DIAMOND AVENUE, SUITE G
GAITHERSBURG, MD 20877

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BRIEF:
ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

06/29/99 10:04

RETURN ADDRESS: STEPHEN A. BENT
FOLEY & LARDNER
3000 K. STREET, N.W., SUITE 500
WASHINGTON, D.C. 20007-5109

REEL: 8558 FRAME: 0721 MAILROOM DT: 06/13/97 NEW APP FIL RCPT DT: 00/00/00
DATE IN ASSIGNMENTS: 06/26/97 DT MAILED: 07/23/97
DATE RECORDED: 06/13/97 NUMBER OF PAGES: 007

ASSIGNOR: GOPAL, T. VENKAT

EXC DATE: 05/31/96
ASSIGNEE: AMBA BIOSCIENCES
707 STATE ROAD SUITE 201
PRINCETON, NEW JERSEY 08540

BRIEF:
ASSIGNMENT OF ASSIGNOR'S INTEREST (SEE DOCUMENT FOR DETAILS).

06/29/99 10:04

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PATENT # 5670347

RETURN ADDRESS: ALLAN J. JACOBSON
13310 SUMMIT SQUARE CENTER
ROUTE 413 & DOUBLEWOODS ROAD
LANGHORNE, PENNSYLVANIA 19047

NO MORE INFORMATION FOR THIS PATENT NUMBER 06/29/99 10:04

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RECORDATION FORM COVER SHEET
PATENTS ONLY

COPY

TO THE ASSISTANT COMMISSIONER FOR PATENTS: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): (If multiple assignors, list numerically)

AMBA Biosciences, LLC

Additional name(s) of conveying party(ies) attached?

() Yes (X) No

2. Name and address of receiving party(ies):

Name: Genetic Applications, LLC

Internal Address:

Street Address: 11009 Alonda Court

City: San Diego State: California ZIP: 92126

Additional name(s) of receiving party(ies) attached?

() Yes (X) No

3. Nature of conveyance:

- (X) Assignment
() Merger
() Security Agreement
() Change of Name
() Other:

Execution Date: (If multiple assignors, list execution dates in numerical order corresponding to numbers indicated in 1 above) July 6, 1999

4. Application number(s) or Patent number(s):

() Application(s) filed herewith Execution Date(s):

() Patent Application No.:
Filing Date:

(X) Patent No.: 5,670,347

Issue Date: 09/23/97

Additional numbers attached? () Yes (X) No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Nancy W. Vensko
KNOBBE, MARTENS, OLSON & BEAR, LLP
Customer No. 20,995Internal Address: Sixteenth Floor
Street Address: 620 Newport Center Drive
City: Newport Beach State: CA ZIP: 92660
Attorney's Docket No.: GENAPP.000GEN

7. Total fee (37 CFR 3.41): \$40

(X) Enclosed

(X) Authorized to be charged to deposit account if any additional fees are required, or to credit any overpayment

8. Deposit account number: 11-1410

Please charge this account for any additional fees which may be required, or credit any overpayment to this account.

6. Total number of applications and patents involved: One
-
- (1)

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct, and any attached copy is a true copy of the original document.

Nancy W. Vensko

Name of Person Signing

Signature

Date

7/7/99

36,298

Registration No.

Total number of pages including cover sheet, attachments and document: 7

Mail documents to be recorded with required cover sheet information to:

Assistant Commissioner for Patents
Box Assignments
Washington, D.C. 20231